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-and-

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	Case No. 18-23538 (RDD)
Debtors. ¹	(Joint Administration)

NOTICE OF WITHDRAWAL OF CURE OBJECTION

WHEREAS, on January 28, 2019, Cardinal Health 110, LLC, Cardinal Health 112, LLC, and Cardinal Health PR 120, Inc. (“Cardinal Health”) filed the document titled *Cardinal Health 110, LLC, Cardinal Health 112, LLC, and Cardinal Health PR 120, Inc.’s (I) Cure*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); ST1 Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Objection to the Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction [Doc. No. 1731]; (II) Limited Objection to the Global Asset Sale Transaction as Set Forth in the Notice of Successful Bidder and Sale Hearing [Doc. No. 1730]; and (III) Joinder with Amazon's Limited Objection and Reservation of Rights [Doc. No. 1986] (Docket No. 2078) (the "Cardinal Health Objection") with the Bankruptcy Court asserting cure and sale objections in connection with the assumption and assignment of that certain Pharmacy Supply Agreement (the "PSA") and Supply Agreement for Leader Brand Vitamins (the "Vitamin Supply Agreement"); and

WHEREAS, the Cardinal Health Objection has now been consensually resolved by Cardinal Health, the Buyer,² and the Debtors; and

WHEREAS, the PSA and the Vitamin Supply Agreement shall be assumed by the Debtors and assigned to the Buyer on such terms as have been agreed to by Cardinal Health, the Buyer, and the Debtors.

ACCORDINGLY, in light of the foregoing, Cardinal Health hereby withdraws the Cardinal Health Objection as same has now been resolved.

Dated: 4/30/19

By: /s/ Beth J. Rotenberg
Beth J. Rotenberg
Scott A. Zuber

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Cardinal Health 112, LLC and
Cardinal Health PR 120, Inc.*

² Those terms not otherwise defined herein shall have the same meaning ascribed to them in the Cardinal Health Objection.